

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **MATTHEW MERCREDI**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT SMITH, NT**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MATTHEW MERCREDI**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred twenty dollars and thirty five cents (\$220.35).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs related to tenant damages to the rental premises in the amount of one thousand one hundred seventy one dollars and ninety one cents (\$1171.91).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0067C, 34 Cumming

Avenue, Fort Smith, NT shall be terminated on March 31, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand three hundred ninety two dollars and twenty six cents (\$1392.26) is paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of January, 2005.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MATTHEW MERCREDI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 21, 2004

**Place of the Hearing:** Fort Smith, NT

**Appearances at Hearing:** Ruth White, representing the applicant

**Date of Decision:** December 21, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on December 1, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided statements of the rent account which indicated a balance of rent owing in the amount of \$220.35. The applicant also provided statements of the repair costs which indicated a balance owing in the amount of \$1171.91. The applicant provided copies of work orders outlining the repairs which were undertaken on behalf of the respondent. Some of the repair costs and rent arrears relate to a previous unit. The respondent was relocated to the current premises at the landlord's request and the arrears, repair costs and security deposit from the previous unit were transferred to the current account.

Several notices have been served on the respondent notifying him of the rent arrears and repair costs.

I find the respondent in breach of his obligation to pay rent and to repair damages to the

premises. I find the repair costs reasonable and made necessary due to the negligence of the respondent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid. The applicant suggested that the tenancy agreement be permitted to continue provided the rent arrears and repair costs were paid by March 31, 2005.

An order shall issue requiring the respondent to pay rent arrears and repair costs to the applicant in the amount of \$1392.26 and terminating the tenancy agreement on March 31, 2005 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer